

HYLOFT 03-05CIP

PATENT

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicants	:	Mikich et al.	)	Group Art Unit: 3637
Serial No.	:	10/768,225	)	
Filed	:	January 30, 2004	)	I hereby certify that this correspondence
For	:	Suspended Storage Structure	)	is being deposited with the United States
Examiner	:	Chen, J.	)	Postal Service as first class mail in an
			)	envelope addressed to: Commissioner of
			)	Patents, P.O. Box 1450, Alexandria, VA
			)	22313-1450, on
			)	<u>JUL 25 2005</u>
			)	Date
			)	<i>Kellie Carr</i>
			)	Kellie D. Carr

**DECLARATION OF MICHAEL J. MIKICH UNDER 37 C.F.R. § 1.132**

I, Michael J. Mikich, declare as follows:

1. I have personal knowledge of the facts stated herein. If called upon I would and could competently testify to those facts.
2. I am a co-inventor of the subject matter of the above-referenced patent application for a "Suspended Storage Structure."
3. Along with my co-inventors, I conceived the invention before July 2000.
4. Along with my co-inventors, I reduced the invention to practice before in or before July 2000 as shown in the product specifications and drawings produced by my co-inventors and me and dated "7/00." True and correct copies of the drawings are attached hereto as Exhibit A.
5. I have reviewed the Wynne reference and have determined that Wynne describes the work of myself and my co-inventors.
6. Prior to meeting my co-inventors and me, Folding Guard Company, assignee of the Wynne reference, supplied fencing material and had not produced shelving.

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7. In or about July 2000, my co-inventors and I contacted Dean Wynne, listed as inventor on the Wynne reference, at Folding Guard Company and disclosed the drawings shown in Exhibit A. The purpose of the contact was to arrange for the manufacture of the "HyLoft design" shown in Exhibit A.

8. On July 21, 2000, I wrote a letter to Dean Wynne setting forward an agreement for Folding Guard Company to manufacture "ceiling storage units." A true and correct copy of this agreement is attached hereto as Exhibit B. As addressed in part (m) of the Exhibit B, Folding Guard Company acknowledged that HyLoft USA (a company owned by my co-inventors and me) owned "the HyLoft design."

9. Despite this agreement, Dean Wynne filed the Wynne reference which is based on and derived from the HyLoft Design.

10. Upon terminating its relationship with Folding Guard Company, Hyloft acquired the Wynne reference. This assignment was recorded at reel/frame number 014384/0447. A true and correct copy of the assignment recording is attached hereto as Exhibit C.

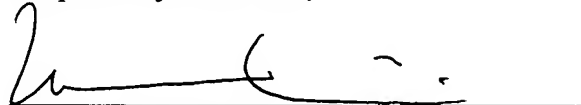
I declare that all statements made herein made of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

**Serial No.** 10/768,225  
**Filed** January 30, 2004

Under penalty of perjury, I declare that the foregoing is true and correct this \_\_th day of  
July, 2005 in Las Vegas, Nevada, US.

Dated: 7/21/05

Respectfully submitted,

  
Michael J. Mikich

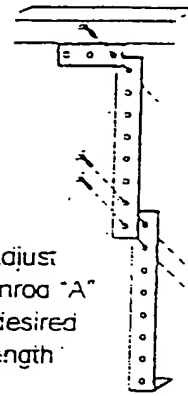
G:\Hyloff\03-05 CIP roa mikich declaration2.wpd

UNIQUE STORAGE SYSTEMS

# Hyloft

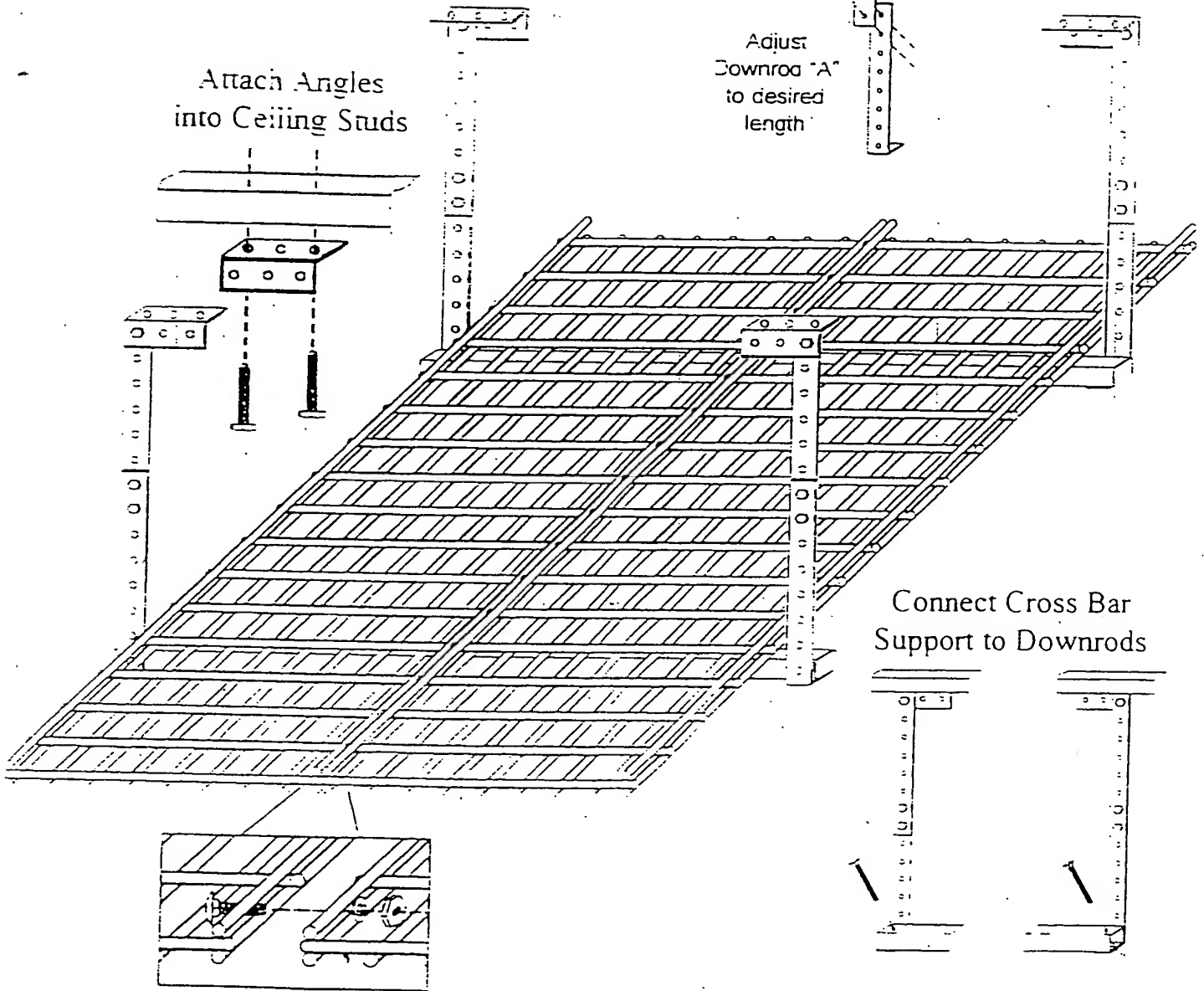
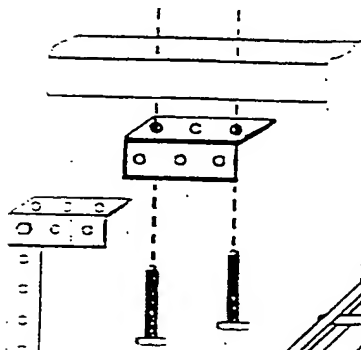
USA

Connect Two-Piece  
Downrods to  
Ceiling Angle

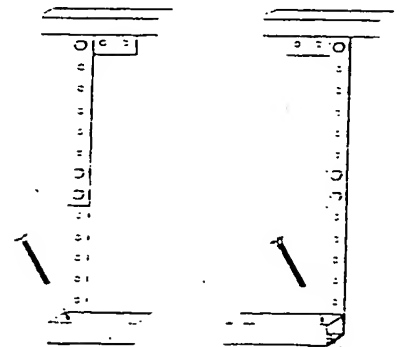


Adjust  
Downrod "A"  
to desired  
length

Attach Angles  
into Ceiling Studs

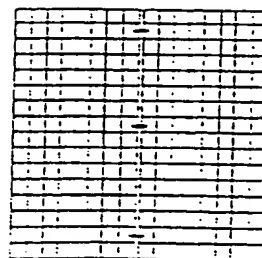


Connect Cross Bar  
Support to Downrods

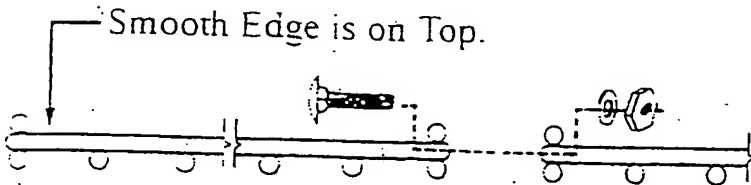


Lay Wire Grids On Top of  
Cross Bar Supports and Bolt Together.

— = Bolt-Washer-Nut  
Placement



Smooth Edge is on Top.



Cross Wires are on the Bottom.

7/00

QUANTITY	ID	ITEM DESCRIPTION
2	A	Wire grid panel 23.8" x 47.8", 0.0215" dia. wire
2	B	Crossbar support 1" x 1" x 50.5" x 18 ga.
4	C	Angle Bracket 1" x 1" x 3" x 14 ga.
4	D	Downrod "A" 1" x 16.75" x 0.125" with 1" flange
4	E	Downrod "B" 1" x 14.75" x 0.125"
8	F	1/4" x 3" lag screw
12	G	1/4" - 20 x 1/2" hex bolt
16	H	1/4 - 20 hex nut
4	I	1/4" - 20 x 1 1/2" Phillips panhead bolt
6	J	10-32 x 1" carriage bolt
6	K	10-32 hex nut
6	L	3/8" ID x 1/2" OD washer
4	M	2" CC sinker nail with 3/8" dia. head
2	N	Plastic tie strap 7 1/2" white, 50 lb.
4	P	White plastic end plugs 1" x 1"
1	Q	Box, telescopic, white top, brown bottom
1	R	Label, litho, 24" x 48", applied to box

# HyLoft USA

## GARAGE STORAGE SYSTEMS

### LETTER OF AGREEMENT

July 21, 2000

Dean Wynne, President  
Folding Guard Company  
2101 S. Carpenter  
Chicago, IL 60608

Dean,

Following our telephone conversation Thursday morning the HyLoft team discussed your concerns and developed this revised proposal for your review.

Please consider the following:

- a) HyLoft USA (HL) and Folding Guard Company (FG) will combine their individual strengths to form a successful marketing, production, and distribution team.
- b) HL will purchase HyLoft ceiling storage units from FG at a wholesale price not to exceed 112.5% of FG's cost.
- c) HL will designate FG as the Master Distributor of HyLoft USA products in the greater Chicago area. Distributor compensation is determined from the value of what you can sell the units for minus the wholesale cost.
- d) HL will grant to Dean and Doug Wynne a total combined Percentage Interest (PI) of 8% in HyLoft USA L.L.C.

In exchange for this consideration, HyLoft USA requests the following:

- e) HL and FG will execute a contract specifying FG's responsibilities and require a 120-day notice of termination to the contract.
- f) HL and FG will agree upon FG's unit manufacturing cost.
- g) HL and FG will agree to produce three (3) different HyLoft unit designs (A, B, and C).
- h) FG will immediately initiate production of 250 each of unit designs A, B, and C.
- i) FG will pay to HL an amount of \$40,000.
- j) FG will coordinate its efforts to market, produce and distribute HL products with HL management.
- k) FG will secure a booth for HL's use at the upcoming National Hardware Trade Show in August in Chicago and FG will be responsible for its cost.
- l) FG will be responsible for FG's marketing staff cost.
- m) FG acknowledges and accepts that HL is the exclusive owner of the HyLoft design and through its patent controls its use and distribution.

MSM.

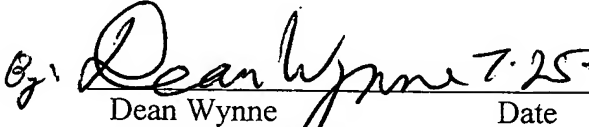
- n) Dean and Doug Wynne may not sell their PI in HyLoft USA to any party without HL's prior approval.

We are still very excited about our future with you and Folding Guard Company on our team. Please sign and return this Letter of Agreement via fax at 702-233-0753 or we can execute an original at our meeting next Tuesday here in Las Vegas. Please contact me at 702-630-0553 if you need any additional information.

Sincerely,

  
Mike Mikich

Acceptance:

 7.25.000  
Dean Wynne                      Date  
President, Folding Guard Company



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 04, 2004

PTAS



\*102529353A\*

ANDERSON & MORISHITA  
ROBERT R. MORISHITA  
2725 S. JONES BLVD.  
SUITE 102  
LAS VEGAS, NV 89146

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/18/2003

REEL/FRAME: 014384/0447  
NUMBER OF PAGES: 6

BRIEF: AGREEMENT AND ACKNOWLEDGEMENT

ASSIGNOR:  
WYNNE, DEAN

DOC DATE: 05/14/2001

ASSIGNOR:  
WYNNE, DOUG

DOC DATE: 05/14/2001

ASSIGNOR:  
FOLDING GUARD CO.

DOC DATE: 05/14/2001

ASSIGNEE:  
HYLOFT USA, LLC  
5175 W. DIABLO DRIVE, SUITE 110  
LAS VEGAS, NEVADA 89118

SERIAL NUMBER: 09748914  
PATENT NUMBER:

FILING DATE: 12/27/2000  
ISSUE DATE:



014384/0447 PAGE 2

SERIAL NUMBER: 09653106  
PATENT NUMBER: 6409031

FILING DATE: 08/31/2000  
ISSUE DATE: 06/25/2002

KIMBERLY WHITE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

08-20-2003

Form PTO-1595  
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings



102529353

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Dean Wynne, Doug Wynne, Folding Guard Co.

## 2. Name and address of receiving party(ies)

Name: HYLOFT USA, LLC

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Agreement and Acknowledgement

Street Address: 5175 W. Diablo Dr., Suite 110

City: Las Vegas State: NV Zip: 89118

Execution Date: 5/14/2001

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 09/748,914

B. Patent No.(s) 6,409,031

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anderson &amp; Morishita

Internal Address: Robert R. Morishita

Street Address: 2725 S. Jones Blvd., Suite 102

City: Las Vegas State: NV Zip: 89146

## 6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41) \$ 80.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

## 8. Deposit account number:

RECEIVED  
2003 AUG 18 PM 12:00  
OPR/FINANCE

## 9. Signature.

Robert L Morishita  
Name of Person Signing  
Signature8/15/2003  
Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

08/19/2003 BYRNE 00000148 09748914

01 EC:802 80.00 00

DO NOT USE THIS SPACE

ORIGINAL

FROM :

PHONE NO. :

May. 22 2000 11:35AM P1

# HyLoft USA, LLC.

Unique Storage Systems

Taking Garage Storage to New Heights!



May 10, 2001

Dean Wynne  
Doug Wynne  
Folding Guard Company  
2101 S. Carpenter  
Chicago, IL 60608

Dear Dean and Doug:

This letter is intended to summarize our agreement as to the settlement of our disagreement over various issues. For purposes of summary, we will recite the relevant facts and the nature of our dispute. Further, this letter will be our complete understanding as to the terms of our settlement of the dispute. Once you have both signed this letter, we will counter-sign the same and deliver a cashier's check for the agreed amount of \$158,110.

## Facts

In July, 2000, HyLoft USA, LLC ("HyLoft") and Folding Guard Company ("FG") entered into an arrangement whereby HyLoft was to purchase its requirements of the HyLoft Storage Units ("Storage Units") from FG at 112.5% of FG's cost to manufacture the Storage Units exactly according to HyLoft's original design specifications. FG was to be a "master distributor" of the Storage Units in the greater Chicago area. Further, you each would personally take a 4% interest in HyLoft, joining the company as members of the LLC.

FG was to pay, and did pay to HyLoft \$40,000 for an 8% interest in HyLoft. FG was to produce three different models of the Storage Units, secure a booth at the National Hardware Trade Show, carry its own costs of marketing, sales and distribution of the Storage Units, and begin production of 250 Storage Units of each of three models. FG also acknowledged HyLoft's intellectual property and patent rights in the Storage Units.

Over the course of the past year, HyLoft and FG have come to disagree as to the price FG charged for the Storage Units, the nature of the parties obligations under the agreement, and related matters (the "Dispute"). In order to settle the Dispute without

FROM :

PHONE NO. :

May. 22 2000 11:40AM P2

the time and expense associated with litigation, it is the intent of the Parties to come to an amicable, expedient and fair resolution. Therefore, both HyLoft and FG agree as follows:

### Agreement

#### Transfer of Units

FG currently has in its possession Storage Units, as outlined in Exhibit A, completely manufactured, but unassembled and not packaged. HyLoft desires to purchase these units as part of the foregoing settlement. Therefore, upon execution of this Agreement, and payment by HyLoft by cashier's check made out to FG in the settlement amount, FG will, at its own expense, ship all of said Storage Units CIF to HyLoft's headquarters in Las Vegas, Nevada, regular ground shipping.

#### Assignment and Release of Membership Interest

Both Dean and Doug Wynne hereby agree to the assignment of their membership interests in HyLoft to HyLoft. Both Doug and Dean hereby release any and all interest(s) and/or claims in HyLoft. Henceforward, neither Doug nor Dean shall have any right, interest, title, or claim in HyLoft.

I Dean Wynne hereby assign all right, title and interest in and to HyLoft USA, LLC, including but not limited to my four percent (4%) membership interest in HyLoft USA, LLC, to HyLoft USA, LLC, and I further warrant that I have not encumbered, transferred or assigned said interest in any way, such interest being free of all liens and encumbrances.

Dean Wynne 5-14-01  
Dean Wynne

I Doug Wynne hereby assign all right, title and interest in and to HyLoft USA, LLC, including but not limited to my four percent (4%) membership interest in HyLoft USA, LLC, to HyLoft USA, LLC, and I further warrant that I have not encumbered, transferred or assigned said interest in any way, such interest being free of all liens and encumbrances.

Doug Wynne 5-14-01  
Doug Wynne

#### Payment

HyLoft agrees to pay the following sums in full and final settlement of the Dispute:

FROM :

PHONE NO. :

May. 22 2000 11:40AM P3

Dean & Doug Wynne  
May 10, 2001  
Page 3

To FG for payment in settlement, including the transfer of the Storage Units in Exhibit A the sum of \$128,110;

To Dean Wynne for payment in settlement, including the transfer to HyLoft of all interest in HyLoft the sum of \$15,000; and

To Doug Wynne for payment in settlement, including the transfer to HyLoft of all interest in HyLoft the sum of \$15,000.

**Further Assurances**

Dean and Doug Wynne and FG agree to take reasonably necessary action to effectuate the terms of this Agreement.

**Acknowledgment**

Dean and Doug Wynne and FG hereby acknowledge HyLoft's intellectual property rights in the HYLOFT name, the HyLoft Storage Units, including any modifications or improvements thereto, and related intellectual property and patent rights. To the extent that Doug Wynne, Dean Wynne, or FG have acquired any rights in the HYLOFT name, the HyLoft Storage Units, including any modifications or improvements thereto, they assign and transfer all of such rights to HyLoft.

Neither Dean Wynne, nor Doug Wynne, nor FG will compete with HyLoft by creating, causing to be created, manufacturing, selling or marketing a competing storage system or system, or unit design to the HyLoft storage system.

**Forbearance**

The Parties agree to fully, finally and forever release each other from all claims at law or in equity that the Party may have had against any other Party arising from the Dispute.

**Effect on Successors, Assigns, Affiliates, and Related Individuals and Entities**

*DW FG*  
This Agreement shall be binding on the Parties and their successors and assigns, and on its affiliated, parent or subsidiary corporations or otherwise related entities howsoever organized or constituted, and upon all shareholders, members, owners, officers, directors, and employees of either Party.

**Governing Law**

FROM :

PHONE NO. :

May. 22 2000 11:41AM P4

Dean & Doug Wynne  
May 10, 2001  
Page 4

This Agreement shall be governed by the law of the state of Nevada.

**Costs and Fees Associated with this Agreement**

Each party shall bear its owns costs and fees incurred in the negotiation of this Agreement. However, in the event that legal action ensues with respect to the performance of this Agreement, the prevalling party shall be entitled to an award of the reasonable costs and attorneys' fees incurred in such action.

**Interpretation of this Agreement**

This is a negotiated Agreement. Each party has been represented by, or advised to seek, counsel and has had full opportunity to review and consider the contents of this Agreement. All of the terms contained in this Agreement, including the prefatory statement concerning the intentions of the parties and the purpose of the Agreement, are material terms and are not mere recitals. In the event that a dispute arises with respect to this Agreement, neither party shall assert that the other party is the drafter of this Agreement, for purposes of resolving ambiguities which may be contained herein.

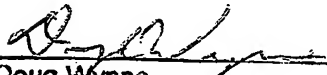
**Warranty of Signatories of this Document**

Each of the persons signing this Agreement does hereby warrant that he or she is duly authorized to enter this Agreement on behalf of the entity for which he or she has signed, and that each such entity has taken all steps necessary to authorize the entity's entry into this Agreement.

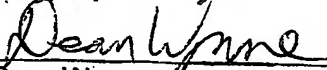
**Entire Agreement**

This Agreement shall constitute the entire agreement between the parties with regard to all matters set forth herein.

This Agreement is entered into and effective as of the first date written below.

  
Doug Wynne

Date 5-14-01

  
Dean Wynne

Date 5-14-01

  
Folding Guard Company

Date 5-14-01

FROM :

PHONE NO. :

May. 22 2000 11:41AM PS

Dean & Doug Wynne  
May 10, 2001  
Page 5

HyLoft USA, LLC

*[Handwritten signature]*  
Member

*5/14/2001*  
Date